

10/530435

27, 2005 and June 24, 2005. Messr. VEILLAT meanwhile had left the employment of DSM and is now employed by a French company in a technical area that is competitively similar to the technology he was working on while employed at DSM. On July 1, 2005, Dr. Bootsma spoke on the telephone with Messr. VEILLAT. During such

VEILLAT et al
Serial No. 10/530,435
September 28, 2005

telephone conversation, Messr. VEILLAT confirmed his receipt of the formal documents associated with the above-subject U.S. patent application and explicitly told Dr. Bootsma that he would not sign the formal documents.

Thus, the pertinent facts evidence that Messr. VEILLAT has explicitly refused to join in the above-subject U.S. patent application. Accordingly, granting of this petition is in order and such favorable action is solicited.

The last known address of the non-signing inventor, Cyril David Veillat is as follows:

Cyril David Veillat
Bergerstraat 117
BC Maastricht
The Netherlands NL-6226

The fee set forth in 37 CFR §1.17(h) is attached. However, the Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper hereafter filed in this application by this firm) to our Account No. 14 1140.

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Respectfully submitted,

NIXON & VANDERHYE P.C.

By: 

Bryan H. Davidson
Reg. No. 30,251

BHD:Imy
901 North Glebe Road, 11th Floor
Arlington, VA 22203-1808
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10/530435

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

VEILLAT et al

Atty. Ref.: 4662 - 9

Serial No. 10/530,435

Group:

Filed: April 6, 2005

Examiner:

For: PROCESS FOR MAKING A MONOFILAMENT-LIKE PRODUCT

* * * * *

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

FACTUAL DECLARATION OF JAN P.C. BOOTSMA

Sir:

The undersigned, **Jan P.C. BOOTSMA**, hereby declares and states as follows:

1. I am presently and for all times relevant to the facts stated herein have been employed by DSM Limburg B.V., a wholly owned subsidiary of Koninklijke DSM N.V. (hereinafter collectively referred to as "DSM") as a Senior Patent Attorney, working in the offices of DSM IP Assets B.V. located at Geleen, The Netherlands.

2. As part of my employment duties for DSM, I was responsible for the filing in the United States of the above-identified national phase application claiming priority benefits from European Application EP 02079204.0 filed on October 10, 2002, which listed Messrs Cyril David VEILLAT and Christiaan Henri Peter DIRKS as joint inventors. At the time the subject invention was made, each of Messrs. VEILLAT and DIRKS were employed by DSM, and working on product and application development of DYNEEMA® high-strength polyethylene fibers for a.o. cut-resistant gloves and other protective clothing.

FACTUAL DECLARATION OF JAN P.C. BOOTSMA

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3. By letter dated April 27, 2005, we first invited Mr. VEILLAT to execute and return the formal inventors' Declaration and Assignment forms for the subject U.S. patent application. Having received no reply from Mr. VEILLAT to my April 27, 2005 letter, I again invited him to execute the formal documents by letter dated June 24, 2005. Copies of said letters dated April 27, 2005 and June 24, 2005 are attached as Exhibits A and B, respectively.

4. Meanwhile, I learned that Mr. VEILLAT had left his employment at DSM due to some differences in opinion and began working for a French company active in cut-resistant gloves and other protective clothing. Because of the competitive sensitivities of his new employment, Mr. VEILLAT's access to the DSM files relevant to DYNEEMA[®] high-strength polyethylene fiber product development was denied following his departure announcement.

5. On July 1, 2005, I spoke with Mr. VEILLAT on the telephone regarding this matter. Mr. VEILLAT confirmed to me during this telephone conversation that he had in fact previously received the inventors' Declaration and Assignment forms but that he would not execute them since DSM had not been very cooperative to him. During said conversation I also reminded him that according to his employment agreement with DSM he would have a contractual obligation to effect such assignment.

I subsequently verified this by reading the original letter of appointment dated December 16, 1996, which was signed by Mr Veillat on December 28, 1996. This letter explicitly states: "Your employment will be subject to the "Collectieve Arbeidsovereenkomst (CAO)" DSM Limburg BV, DSM's collective labour agreement. A copy of this CAO has been enclosed." An English translation of the relevant Article 15 of this CAO DSM Limburg B.V. is attached as Exhibit C.

6. I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful

FACTUAL DECLARATION OF JAN P.C. BOOTSMA

Atty. Dkt. 4662-9

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false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

2005/09/16

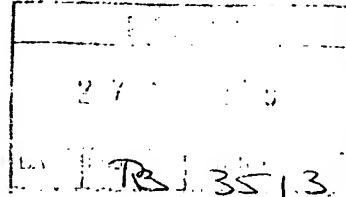
Date Signed

[Signature]

Jan P.C. BOOTSMA

DSM Intellectual Property**Geleen Office**

P.O. Box 9, 6160 MA Geleen, The Netherlands
Telephone (31) 46 4761805, Telefax (31) 46 4761830
Visitors: Urmonderbaan 22, 6167 RD Geleen



VEILLAT, Cyril David
Bergerstraat 117
6226 BC MAASTRICHT

Your reference .

Our reference

Direct line

Geleen

21781USWO

(+31) 46-4760748

27 April 2005

Beste Uitvinder,

Bij deze het verzoek om de bijlage te voorzien van uw handtekening en per omgaande te retourneren met de bijgaande retour-envelop.

Bij eventuele vragen kunt contact met me opnemen via het bovenvermelde telefoonnummer.

Met vriendelijke groeten,

Ger Lemmens
Filing Department

Bijl : 1 POA en 1 retour-envelop

27 APR 2005

DSM Intellectual Property



Geleen Office

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RECEIVED

Your reference

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21781USWO

(+31) 46-4760748

24 juni 2005

Beste Uitvinder,

Bij deze het verzoek om de bijlage te voorzien van uw handtekening en per omgaande te retourneren met de bijgaande retour-envelop.

Bij eventuele vragen kunt contact met me opnemen via het bovenvermelde telefoonnummer.

Met vriendelijke groeten,

[Handwritten signature]
Ger Lemmens
Filing Department

DSM IP		
24 JUN 2005		
BA	Reg.	Bericht nr.
	AMU	1877

Bijl : 1 POA en 1 retour-envelop

24/605
Alex

[Handwritten mark]

*English translation of "Article 15. Uitvinding en octrooi" of the
"Collectieve arbeidsovereenkomst (CAO) of DSM Limburg BV" :*

Article 15. Inventions and patents

1. The Employee must immediately inform the Employer of any inventions that he makes during the term of his employment contract in the field of the activities of DSM Limburg BV, DSM NV and/or of the companies, businesses or departments in which the Employee works.
2. Insofar as the Employer is not already entitled to a patent by operation of law, the Employee will be required, if the Employer so desires, to transfer the rights arising from his invention to the Employer. The Employer will be required to inform the Employee within a reasonable period whether it wishes to exercise this right of transfer. All the costs involved in the transfer will be for the Employer's account.

Explanation

'The rights arising from an invention' include not only the right to apply for a patent, but also, for instance, the right to keep the invention a secret.

3. The Employer will have the right to draw up further rules with regard to the obligations described in paragraphs 1 and 2.
4. If the nature of his position requires that the Employee uses his special knowledge to make inventions, the compensation to which the Employee is entitled because he will not be granted any patent rights will be taken into account beforehand in determining his salary.
5. An Employee in a position whose nature does not mean that the Employee must use his special knowledge to make inventions will receive a fair amount, taking into account the fact that no patent rights will be granted to him, if the Employer exercises its right to have the rights arising from his invention transferred to it.